

EXHIBIT K

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

DEANGELO VEHICLE SALES, LLC,

Plaintiff,

**DISCOVERY AND
INSPECTION**

v.

ADRIAN LEWIS PETERSON,

Index No. 813400/2018

Defendant.

Please take notice that defendant Adrian Lewis Peterson ("Peterson"), by his attorneys, Bond, Schoeneck & King, PLLC, pursuant to CPLR 3101 et seq., demands DeAngelo Vehicle Sales, LLC ("DeAngelo ") to produce the following documents and/or things ("Demands") at the offices of Bond, Schoeneck & King, PLLC, 350 Linden Oaks, Third Floor, Rochester, New York 14625 within twenty (20) days of service of these Demands.

DEFINITIONS

1. "Defendant," "him," and "his" shall mean Peterson, his affiliates, agents, assigns, employees, attorneys, accountants, consultants, and/or all other persons acting, or purporting to act, on his behalf.

2. "Plaintiff," "you," and "your" shall mean DeAngelo, its subsidiaries, parents, affiliates, agents, assigns, employees, attorneys, accountants, consultants, and/or all other persons acting, or purporting to act, on its behalf.

3. "Complaint" shall mean the complaint captioned *DeAngelo Vehicle Sales, LLC V. Adrian Lewis Peterson*, Index No. 813400/2018 filed in Erie County Supreme Court.

4. "Document" and "documents" shall have the broadest meaning permitted under the CPLR and include, without limitation, all originals, copies (if the originals are not available), non-identical copies (whether different from the original because of underlining, editing marks, notes made on or attached to such copy, or otherwise) and drafts of the following items, whether printed or recorded (through a sound, video or other electronic, magnetic, or digital recording system) or published (in print or online) or reproduced by hand, including, but not limited to, letters, correspondence, telegrams, telexes, memoranda, records, summaries of personal conversations or interviews, minutes or records or notes of meetings or conferences, note pads, notebooks, postcards, "Post-It" notes, stenographic notes, notes, notebooks, opinions or reports of financial advisors or consultants, opinions or reports of experts, projections, financial or statistical statements or compilations, contracts, agreements, appraisals, analyses, purchase orders, confirmations, publications, articles, books, pamphlets, circulars, microfilm, microfiche, reports, studies, logs, surveys, diaries, calendars, appointment books, maps, charts, graphs, bulletins, Photostats, speeches, data sheets, pictures, photographs, illustrations, blueprints, films, drawings, plans, tape recordings, videotapes, disks, diskettes, data, tapes or readable computer-produced interpretations or transcriptions thereof, electronic files or documents of any kind (including any associated metadata), electronically transmitted messages ("e-mail"), voice mail messages, interoffice communications, advertising, packaging and promotional

materials and any other writings, papers and tangible things of whatever description whatsoever, including but not limited to any information contained in any computer, even if not yet printed out, within your possession, custody or control. Without limiting the term "control" as used in the preceding sentence, a person is deemed to be in control of a document if the person has the right or practical ability to secure the document or a copy thereof from another person having actual possession thereof.

5. "Communications" shall mean the transmittal of information of whatever sort and by whatever means and includes, but is not limited to, the reduction of thoughts to writing (even if not distributed to individuals or entities other than the transcriber), memoranda, correspondence, notes, facsimiles, e-mails, tape recordings, phone calls and conversations.

6. "Person" shall mean natural persons, corporations, partnerships, joint ventures, unincorporated associations, trusts, government entities and all other entities.

7. "Including" and "include" shall mean "including, but not limited to."

8. "Any" shall mean "all" and vice versa, as necessary to bring within the scope of the request all information that might otherwise be construed to be outside of its scope.

9. The terms "concerning," "regarding," and "relating to" mean referring to, constituting, compromising, containing, setting forth, summarizing, reflecting, stating, describing, recording, noting, embodying, mentioning, studying, analyzing, evidencing, discussing, or evaluating, whether directly or indirectly.

10. The connectives “and” and “or” shall operate disjunctively or conjunctively as necessary to bring within the scope of each Demand all information that might otherwise be construed to be outside of its scope.

11. The use of a verb in any tense shall be construed as the use of the verb in all other tenses whenever necessary to bring within the scope of the Demands all Documents and things that might otherwise be construed outside their scope.

12. A plural noun shall be construed as a singular noun and a singular noun shall be construed as a plural noun whenever necessary to bring within the scope of the Demands all Documents and things that might otherwise be construed outside their scope.

13. The singular form of the masculine gender, when used herein, shall include, respectively, the plural and feminine and/or neuter as appropriate. The feminine gender, when used herein, shall include the masculine and/or neuter as appropriate.

14. “Identify” shall:

a. when referring to an individual mean to provide the individual's full name, present or last known address, name and address of present employer, and position, job title and responsibilities at the time of the event or transaction referred to;

b. when referring to an entity of any kind, including without limitation, business or government entities, mean to provide the precise

name of the entity, its current address and telephone number, the primary business in which it is engaged, and the identity of the Persons at that entity with any connection to the information requested by the Interrogatory;

c. when referring to documents mean to provide the type, subject matter, date, title, author, addressees, recipients and any other information in sufficient detail to permit Plaintiffs to locate and identify the particular document or to produce the document;

d. when referring to an event mean to provide the date, location, persons involved and any other pertinent detail to permit Plaintiffs to understand what happened at/upon an event.

INSTRUCTIONS

15. If any information requested in any Demand is withheld on the basis of any claim of privilege, exemption, or otherwise, state the basis for the assertion of privilege in sufficient detail for the Court to adjudicate the validity of your assertion in response to that Interrogatory.

16. Unless otherwise stated, responses to these Demands should take into account information and Documents from January 1, 2014 to present.

17. Each Demand shall be deemed to be continuing so as to require your prompt supplementation in accordance with CPLR 3101(h).

18. In responding to these Demands, you must furnish not only such documents and materials that are available in your files, but also such documents that are in the possession, custody, or control of any of your employees, representatives, or agents.

19. If any of the documents requested cannot be produced in full, provide, to the extent possible, your reasons for your inability to produce the remainder and state whether information, knowledge, or belief you have concerning the unproduced portion.

20. If any of the requested documents or things at one time existed, but are no longer in existence, specify for each document or thing:

- a. The type of document or thing;
- b. The type of information;
- c. The date on which it ceased to exist;
- d. The circumstances under which it ceased to exist;
- e. The identity of any person having knowledge of said destruction;
- f. The identity of any person having knowledge of the contents thereof; and

- g. The identity of any person or business which might have a copy thereof.

DOCUMENTS AND / OR THINGS DEMANDED

Demand No. 1. All documents setting forth any agreement, note, security agreement, and/or personal or corporate guaranty by and/or between DeAngelo and Peterson.

Demand No. 2 All documents associated with any agreement, note, security agreement, and/or personal or corporate guaranty disclosed in response to Demand No. 1, including but not limited to applications, questionnaires, investigations, appraisals, asset inventories, and supporting documents used by DeAngelo in analyzing and making the decision to enter into any agreement, note, security agreement, and/or personal or corporate guaranty disclosed in response to Demand No. 1.

Demand No. 3 All requests for a loan or lending of monies received by DeAngelo from Peterson not otherwise disclosed in response to Demand No. 1.

Demand No. 4 All correspondence, including but not limited to notes, minutes, emails, letters or memoranda thereof, relating in any manner to any documents disclosed in response to Demands Nos. 1 - 3 above.

Demand No. 5 All listings, inventories and scheduled of Peterson's collateral, regardless of the location of said collateral, whether prepared by DeAngelo or otherwise, including all updates and amendments thereto.

Demand No. 6 All correspondence between DeAngelo and Peterson, including but not limited to notes, minutes, emails, letters, or memoranda thereof, relating to Peterson's collateral pledged to DeAngelo, regardless of the location of the collateral.

Demand No. 7 All correspondence between DeAngelo and Peterson, including but not limited to notes, minutes, emails, letters, or memoranda thereof, relating to any agreement between Peterson and DeAngelo not disclosed in response to Demand No. 1.

Demand No. 8 All correspondence between DeAngelo and any other lending, financial or governmental institution, including but not limited to notes, minutes, emails, letters, tax forms and/or other tax documents, or memoranda thereof, relating to any agreement, note, security agreement, and/or personal or corporate guaranty by and/or between DeAngelo and Peterson.

Demand No. 9 All correspondence between DeAngelo and any other lending, financial or governmental institution, including but not limited to notes, minutes, emails, letters, tax forms and/or other tax documents, or memoranda thereof, relating to any collateral pledged by Peterson to DeAngelo.

Demand No. 10 All correspondence between DeAngelo and any other lending, financial or governmental institution, including but not limited to notes, minutes, emails, letters, tax forms and or other tax documents, or memoranda thereof, relating to any agreement, note, security agreement, and/or personal or corporate guaranty by and/or between DeAngelo and Peterson .

Demand No. 11 All correspondence between DeAngelo and any other lending, financial or governmental institution, including but not limited to notes, minutes, emails, letters, tax forms and or other tax documents, or memoranda thereof, relating to any agreement, note, security agreement, and/or personal or corporate relating to any document disclosed in response to Demand No. 1

Demand No. 12 All evidence of payment from Peterson to DeAngelo in connection with any document disclosed in response to Demand No. 1, including but not limited to copies of all checks, ACH transfers, wire transfers, or Federal Tax forms.

Demand No. 13 All evidence of payment received by DeAngelo from Peterson in connection with any document other than those documents disclosed in response to Demand No.1, including but not limited to copies of checks, ACH transfers, wire transfers, or Federal Tax forms.

Demand No. 12 All documents and correspondence between DeAngelo and Sure Sports Lending regarding any document disclosed in response to Demand Nos. 1-3.

Please Take Notice that should you refuse to produce any documents falling within these requests under a claim of privilege you must serve a written list of documents so withheld, identifying each document as required above.

Please Take Further Notice that the foregoing Demands are continuous in nature so as to require the disclosure of the requested information and materials should they be obtained by DeAngelo at any time up to the time of trial.

Dated: November 7, 2018

BOND SCHOENECK & KING, PLLC

By: 

Angrid C. Palermo, Esq.

Gregory J. McDonald, Esq.

Attorneys for the Defendant

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

DEANGELO VEHICLE SALES, LLC,

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**OMNIBUS ARTICLE 31
DEMANDS**

Index No. 813400/2018

PLEASE TAKE NOTICE, that pursuant to Article 31 of the Civil Practice Law and Rules, the Defendant hereby demands that DeAngelo Vehicle Sales, LLC ("DeAngelo") provide, within twenty (20) days after service of this Notice, the following:

1. WITNESSES

The names and addresses of each person known or claimed by DeAngelo to be a witness within twenty (20) days of service of this Demand to any of the following:

A. The occurrences and acts which form the basis of the claims to be tried in this Action as set forth in the pleadings;

B. Any communications pertinent to this Action which took place between the DeAngelo and its agents, servants or employees and any other entity, including the Defendant herein;

C. Any other communications or other occurrences which are pertinent to the pleadings herein;

If no such witnesses are known, so state in response to this Demand. The undersigned will object upon trial to testimony of any witness whose identity is not

disclosed presently, or whose identify, if discovered in the future, is not also disclosed upon discovery.

2. EXPERTS

The identity of each person whom DeAngelo expects to call as an expert witness at trial, together with a statement in reasonable detail as to each of the following:

- A. The name, address and identity of each expert;
- B. A statement disclosing in reasonable detail the subject matter on which each expert witness is expected to testify;
- C. A statement disclosing the substance of the facts and opinions on which each expert is expected to testify;
- D. A summary of the grounds for each expert's opinion;
- E. The qualifications of each expert witness;

If DeAngelo has not retained an expert at the above-specified time, please advise so in writing. Whenever an expert is retained, DeAngelo is hereby required to give notice to the undersigned, and answer the above demands pursuant to CPLR Section 3101(d).

3. STATEMENTS

All statements, whether signed, transcribed or otherwise, of Defendant, and his agents, servants or employees, relevant to the subject matter of this action, and if there be no such statement, that you advise the undersigned in writing within twenty (20) days of the date hereof.

4. PHOTOGRAPHS AND RECORDINGS

All photographs, audio and video recording by DeAngelo, and its agents, servants or employees, relevant to the subject matter of this action and if there be no such photographs or recordings, that you advise the undersigned in writing within twenty (20) days of the date hereof.

PLEASE TAKE FURTHER NOTICE, that upon your failure to comply with the terms of these Demands, the undersigned will object to the use of any such expert witnesses, witnesses, statements, photographs, recordings, videotapes, records, or reports, for any purpose upon the trial of this action.

PLEASE TAKE FURTHER NOTICE, that should disclosure not be made in accordance with the aforesaid Demands, the undersigned shall be entitled to all sanctions provided by law to include motions to compel seeking disclosure and costs, and motions for preclusion, and the undersigned will further object to the admission of any material at the time of trial which is not disclosed pursuant to this Demand in a timely fashion.

PLEASE TAKE FURTHER NOTICE, that each of the above demands is continuing. In the event any item called for by any of the above demands is received, obtained, or acquired subsequent to your response to these Demands, they are to be

furnished to the undersigned within twenty (20) days thereof or prior to trial, whichever is the shorter period.

Dated: November 7, 2018

BOND, SCHOENECK & KING, PLLC

By: 

Ingrid C. Palermo, Esq.

Gregory J. McDonald, Esq.

Attorneys for the Defendant

350 Linden Oaks, Third Floor

Rochester, New York 14625-2825

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